

SHELL CHEMICAL CORP.
CONTRACT FILE
No. C-2078

Location Los Angeles
Date 4-22-55
Eff. Date 4-25-55
Expires 90 DANE
Supersedes _____

PARTIES: American Potash & Chemical Corp.
Shell Chemical Corp.

SUBJECT: Plant Site Lease

ABSTRACT

PURPOSE: SCC leases to American Potash and Chemical plant for crude ethylene dibromide manufacture

1. Rent: \$50.00/mo. in advance.
2. Equipment and facilities to be used only for the manufacture of crude ethylene dibromide. No additional facilities to be erected without SCC's consent.
3. American Potash to furnish own utility facilities and erect wire fence with gate permitting direct access from public highway.
4. American Potash's operations are not to interfere with SCC's operations. American Potash indemnifies SCC against any loss or damage as result of their operations.
5. SCC sells to American Potash 220 volt, 3-phase electric power and cooling water at cost. SCC provides rubbish removal service at \$5.00/mo.
6. Lease non-assignable.

SUPPLEMENTS

<u>No.</u>	<u>Date</u>	<u>Subject Matter</u>
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PLANT SITE LEASE

THIS INDENTURE, made this 22nd day of April, 1955 between SHELL CHEMICAL CORPORATION, a corporation, as Lessor, and AMERICAN POTASH & CHEMICAL CORPORATION, a corporation, as Lessee,

W I T N E S S E T H

The Lessor for and in consideration of the rents, covenants and agreements hereinafter stated, hereby leases to the Lessee that certain real property in the County of Los Angeles, State of California, described as follows (hereinafter referred to the "leased property"):

All that certain area contained within the following metes and bounds:

Starting at a point on the south boundary line of Lot 35, 60 feet west of the common boundary line of Lots 35 and 38 of Tract No. 4671 as described in Deed 19574-48 O.R. and extending to a point 190 feet north of said south boundary line, thence 266 feet east to a point, thence south 190 feet to a point on the south boundary of Lot 38, 206 feet east of the aforesaid common boundary line, returning therefrom to the point of beginning.

upon the following terms and conditions:

1. The rent to be paid by Lessee to Lessor is \$50.00 per month, payable monthly in advance.
2. The term of this lease shall commence on April 25, 1955, and shall continue thereafter on a month-to-month basis until terminated by either party at the end of any month upon not less than 90 days' prior written notice to the other party.

3. The equipment and attendant facilities presently located upon the leased property and belonging to Lessee shall be used and operated by Lessee only for the manufacture of crude ethylene dibromide. No additional buildings and equipment shall be erected or located thereon or roadways built without Lessor's prior written consent. Lessee shall remove all of its property from the leased property within 60 days after termination of this lease agreement and shall leave the leased property in as good condition as it was when originally occupied by Lessee.

Lessor shall provide, at its own expense, the lines and meters required to furnish electric power and cooling water to Lessee at the boundary of the leased property for use by Lessee on the leased property for the manufacture of crude ethylene dibromide. Lessor shall also provide a fence consisting of 3 strands of barbed wire around the leased property with a gate which permits direct access to the leased property from the adjoining public highway.

4. Lessee shall carry out its operations on the leased property in a manner to cause no interference with or hazard to any operations conducted by Lessor on the adjoining property and so as not to create a public nuisance or disturbance. Lessee shall indemnify Lessor against any loss or damage suffered by Lessor, by Lessee or by any third party or parties as a result of the operations carried out by Lessee on the leased property.

5. Lessor shall sell to Lessee 220 volt, 3-phase electric power and cooling water required by Lessee for the manufacture of crude ethylene dibromide on the leased property, and Lessee shall pay Lessor the actual cost to Lessor for the electric power and at Lessor's computed plant cost for the cooling water, and measurement of all deliveries of electric power and cooling water shall be made by Lessor. Lessor shall also provide rubbish removal service for Lessee's operation on the leased property and Lessee shall pay Lessor for such service the sum of \$5.00 per month.


6. Lessee may not at any time assign this lease or sublet all or any of the leased property except with the prior written consent of the Lessor.

IN WITNESS WHEREOF the parties hereto have executed this lease as of the day and year first above written.

SHELL CHEMICAL CORPORATION

By 
Vice President

ATTEST:


Secretary

AMERICAN POTASH & CHEMICAL CORP.

By 
Vice President

ATTEST:


and Secretary